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Retail Meat Markets and Meat Cutters, AFL-CIO, Local 546 (1982)

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Retail Meat Markets and Meat Cutters, AFL-CIO, Local 546 (1982)

Location

Chicago, IL

Effective Date

7-25-1982

Expiration Date

7-20-1985

Number of Workers

3000

Employer

Jewel; Dominick's; Eagle

Union

Meat Cutters

Union Local

546

NAICS

44

Sector

P

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Comments

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CHAINS

Retail

Meat Cutters

Contract

1982-1985



LOCAL 546

**United Food and Commercial
Workers International Union,
AFL-CIO & CLC**

FRED CLAVIO, JR.
President

JOHN E. BOYD
Sec.-Treas.

X 7/85

#6740.

Per x 7/82

3,000 us

DEC 5 1983

1982 - 1985

**CHAINS
RETAIL MEAT CUTTERS
CONTRACT**

**MEAT CUTTERS LOCAL 546,
UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
AFL-CIO & CLC**

Term: July 25, 1982 thru July 20, 1985

ARTICLES OF AGREEMENT govern-
ing Retail Meat Markets in the City of
Chicago, parts of Lake County, McHenry
County, Cook County and Will County
Illinois, Lake County and Porter County
Indiana, entered into between_____

hereinafter called the "Employer," and
the MEAT CUTTERS LOCAL 546,
UNITED FOOD & COMMERCIAL WORK-
ERS INTERNATIONAL UNION, AFL-
CIO & CLC, hereinafter sometimes re-
ferred to as the Union, acting as the ex-
clusive collective bargaining agent for all
employees covered by this Agreement.

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ARTICLE I

General

SECTION 1.1—*Scope of Contract*

It is agreed that this Contract shall govern the hours, wages and other conditions of employment of the Employer's meat department employees in Retail Meat Markets within the geographical jurisdiction of Local 546. It is further agreed that the Employer shall have the sole discretion of determining from time to time which system of merchandising, service or self-service, shall be utilized in each of the Employer's markets; provided that the Employer shall comply with the wages, hours and other contractual conditions of employment pertaining to the system of merchandising used in that market.

SECTION 1.2—*Definitions*

[a] **Apprentice:** An apprentice is an employee who is in training to become a Journeyman Meat Cutter. Apprentices must be at least eighteen [18] years of age.

Apprentices may be employed at a ratio of not exceeding three [3] for each seven [7] Journeymen employed by the Employer within the jurisdiction of the Local. A quarterly report covering the number of Apprentices employed in relationship to the number of Journeymen shall be furnished

the Union. The Employer agrees to rotate all Apprentices in his markets so as to give them sufficient, well-rounded experience to qualify them as Journeymen at the end of the three [3] year apprenticeship period. Apprentices shall not work part time or as extra men on Saturdays or the day preceding holidays.

[b] **Journeyman:** After serving three years of apprenticeship, an employee shall be classified as a Journeyman Meat Cutter and shall be paid the Journeyman rate of pay.

[c] **Head Meat Cutter:** The Term "Head Meat Cutter" means a Journeyman meat cutter who is responsible for the efficient management of the market.

[d] **Wrappers:** Full-time wrappers may be employed and their duties shall be confined to slicing luncheon meats and sausage; clean-up work in the market; stocking cases; and wrapping, scaling, and pricing. Wrappers may be employed at a ratio of one wrapper for every three meat cutters [journeymen and apprentices] under a formulation of using the total complement of meat cutters in the local union to determine the number of wrappers an employer may employ.

It is understood that this ratio will be accomplished by attrition and/or the hiring of

new wrappers. It is further understood, and the parties hereby stipulate and agree, that the aforesaid language regarding ratios does not apply to employees within the former jurisdiction of Local 350 namely Lake County, Indiana, Calumet City and Lansing, Illinois. These areas, as in the past, may employ wrappers without regard to Wrapper/Meat Cutter ratios.

Part-Time wrappers may be employed on the following basis:

- (A) No more than two (2) part-time wrappers per store.
- (B) Two (2) part-time wrappers will count as one (1) full-time wrapper for ratio purposes.
- (C) Part-time wrappers can only be new hires or employees who transfer into that classification from the Delicatessen Department, it being understood that the transfer of an employee from Delicatessen Department classification to the part-time wrapper classification is optional with the Employer and that any full-time Delicatessen Department employee so transferred would be "red-circled" until such time as the

part-time wrapper rate reached the red-circled employee's rate of pay.

- (D) When a full-time wrapper is needed in a given store, the Employer will endeavor to fill said position by selecting from all applicants, the applicant whose qualifications, ability and availability for work are the greatest; provided, however, that where qualifications are equal, preference shall be given to part-time wrappers employed in that given store. The determination of the relative qualification of all applicants is expressly reserved to the Employer.
- (E) Part-time wrappers shall be scheduled for a minimum of four (4) hours in any one (1) day and sixteen (16) hours in any one week. Part-time wrappers shall not be scheduled for more than twenty-four (24) hours in any one (1) week.
- (F) Sunday work for all wrappers shall be voluntary by seniority by rotation. If no wrappers volunteer for Sunday work then such work shall be mandatory for part-time wrappers only by reverse seniority by rotation. Part-

time wrappers shall be paid time and one-half (1½) their regular hourly rate of pay for all work performed on Sunday.

- (G) All part-time wrappers must be laid off before the layoff of any full-time wrappers.
- (H) All part-time wrappers in a given store must be laid off before any journeymen are laid off in that same given store.

Wrappers shall not use knives, saws, grinders, cube machines or other mechanical equipment used in the preparation or processing of fresh meats or poultry other than as specified above. A quarterly report covering the number of wrappers employed in relationship to the number of meat cutters [apprentices and journeymen] shall be furnished the Union.

[e] **Clean-up Personnel:** The employer may employ personnel in the market who will not be subject to the collective bargaining agreement to do clean-up work only, provided such clean-up personnel do not commence work prior to 5:00 p.m. on the days the market is in operation.

[f] **Self-Service and Service:** A Self-service market is one in which fresh beef, veal, lamb, mutton or pork are available for sale on a pre-packaged self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh beef, veal, lamb, mutton or pork are made available for sale on a pre-packaged self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in this Contract.

In the event of any dispute as to whether a meat market shall be classed as service market or a self-service market subject to the terms and conditions of this Contract, the decision of the Union shall be binding unless and until said decision has been set aside by any arbitration proceedings had pursuant to the terms of this Contract; provided however, that either party may require that such dispute be submitted to arbitration forthwith.

It is further agreed that this retail contract shall govern the hours, wages and other conditions of employment in both service and

self-service meat markets with one exception [clean up time in service markets], which is noted in Section 4.1 [B].

SECTION 1.3—*Notices*

All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail to the offices of the Union, or to the Employer at the address designated below, or to an employee at his home or residence address, or to any subsequent address which the Union, the employee, or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is postmarked by a post office of the United States Post Office Department.

SECTION 1.4—*Partial Invalidity*

Nothing contained in this agreement is intended to violate any Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be made null and void, the remainder of the Contract shall continue in full force and the parties will immediately begin negotiations to replace the void part with a valid provision.

SECTION 1.5—*Authority of Signing Parties*

The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

SECTION 1.6—*Successors and Assigns*

This Agreement and the conditions and covenants contained herein shall be binding upon the successors and assigns of the parties hereto and none of the provisions, terms, conditions, covenants, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever.

SECTION 1.7—*Effective Date*

Unless the context of a provision indicates otherwise, all provisions of the contract become effective upon the date of execution of the contract.

ARTICLE II

Recognition and Jurisdiction

SECTION 2.1—*Recognition*

The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all employees in the meat department of said Employer who process, pack, wrap, handle, price and sell frozen and fresh

meats on Employer's premises, and that it will not negotiate with any but the duly elected officers of the Union nor contract with anyone not affiliated with the Union.

SECTION 2.2 – *Processing*

In retail markets employees covered by this contract shall perform the cutting, preparing, fabricating, handling, pricing and packaging into retail cuts of fresh or frozen beef, veal, pork and lamb, it being understood and agreed, however, that the Employer [in consideration of all the terms and conditions of this Agreement] may receive into and utilize within the retail markets, prefabricated primal and sub-primal beef cuts as such terms are generally understood within the meat packing and processing industry. It is also understood and agreed that the Employer in consideration of all of the terms and conditions of this Agreement, may receive into, and utilize within the retail markets prefabricated primal and sub-primal veal, pork and lamb.

Any further fabricating which is necessary including wrapping, scaling and pricing shall be done on the premises or immediately adjacent thereto; provided, however, that frozen specialty meat items such as the items enumerated below along with comparably

tight-wrapped ham slices, shanks and butts and skinned, deveined sliced liver may be fabricated and prepared into retail packages by the packer, supplier or Employer off the premises.

[1] All delicatessen meats including:

[a] Ready to eat prepared meats, poultry and fish;

[b] Sliced boiled, baked or barbecued ham;

[c] Sliced packaged dried beef;

[d] Smoked sausage;

[e] Fresh pork sausage.

[2] Frozen fresh poultry, fresh or iced poultry, cut-up or whole, processed on or off the premises;

[3] Frozen packaged fish;

[4] Smoked butts, smoked ribs, smoked hocks and salt pork;

[5] Frozen specialty meat items such as frozen and formed [caked or chopped] patties and chopettes, with or without butter or vegetables, breaded or unbreaded.

provided, further that frozen, fresh or iced

poultry [cut-up or whole] processed on or off the premises, fresh pork sausage and the frozen meat specialty items described above are priced or prepriced by meat department employees on the premises.

Notwithstanding the foregoing, it is further understood and the parties hereby stipulate and agree that the Employer may receive into and utilize within the retail markets Prepackaged Delicatessen items without the requirement that those items be price marked provided that those items have the UPC symbol affixed to the package.

SECTION 2.3—*Job Security*

It is not the intent of the parties hereto that the utilization of prefabricated product as described herein shall result or cause the loss of job opportunities for the employees currently covered hereunder. Therefore, all full time employees and extra journeymen in the Meat Department including journeymen meat cutters assigned to the Delicatessen Department who were on the Employers payroll as of March 1, 1980, and actively employed and working as of May 27, 1982, and all full-time and part-time Delicatessen employees, who were on the Employer's payroll [actively employed and working] as of May 27, 1982, will have for the duration of this Agreement the following:

- (1) Full time employees will have full time employment which is defined for the purposes of this Section as forty [40] straight time hours during a regular work week and thirty-two [32] hours during a holiday work week.
- (2) Part time Delicatessen employees will have part time employment which is defined for the purposes of this Section as sixteen [16] straight time hours during a regular work week.

Extra Journeymen on the Employer's payroll as of March 1, 1980, and actively employed and working as of May 27, 1982, will also have, for the duration of this Agreement, the number of weekly hours that they worked on a regular basis prior to March 1, 1980.

The Employer shall provide the Union with a list of its employed meat department personnel, including regular extra journeymen and journeymen assigned to the Delicatessen Department as of March 1, 1980 and actively employed and working as of May 27, 1982, and Delicatessen Department employees as of May 27, 1982. Such a list shall include the employee's name, job classification, seniority date and number of regular hours worked per week. Employees temporarily off work due to sick leave, vaca-

tion or other approved leave of absence shall be included on the list.

These job security provisions may change subject to situations not under the control of the Employer, such as, but not limited to, new competition, fire, flood, snow, power failure, labor dispute or unavailability of meat products. The parties agree to discuss any impact of new competition concerning the provisions of this job security section. In the event no agreement can be reached the issue will be submitted to arbitration in accordance with the provisions of Article XI.

SECTION 2.4—*Hiring Hall*

When the Employer needs additional employees he shall give the Union equal opportunity with all other sources to provide suitable applicants. Therefore, when openings occur the Employer shall first notify the Union that a vacancy exists. The Union shall refer applicants to the Employer from their records of available and qualified members who are seeking employment. The Employer shall give such applicants equal consideration but, shall not necessarily be required to hire those persons referred by this process.

SECTION 2.5—*Total Agreement*

It is specifically understood and agreed that the above provisions of this Article

II enabling the introduction into and utilization within the retail markets of prefabricated primal and sub-primal beef cuts veal, pork, lamb and mutton are conditioned upon the total agreement of the parties including, but not necessarily limited to, Section 2.2 Processing, Section 2.3 Job Security, and Section 2.4 Hiring Hall.

It is understood and agreed that the Employer and the Union have entered into a total agreement, including concessions and understandings which have altered the prior agreements between the parties. The inclusion of Section 2.2, 2.3 and 2.4 in this collective bargaining agreement has been conditioned upon the resolution of all items bargained with respect to this Agreement.

SECTION 2.6—*Sale*

In self-service markets, employees covered by this Contract shall have the exclusive jurisdiction over the sale of all fish, poultry, rabbits and meat, whether frozen fresh or fresh, and delicatessen meats, except sliced packaged bacon, sliced packaged Canadian bacon, canned and glassed meats of all kinds and all meats not for human consumption.

ARTICLE III

Wage Rates

SECTION 3.1—*Wage Rates—Weekly, Extra Day and Overtime*

Not less than the following wages shall be paid during the term of this Contract.

WAGE RATES

EFFECTIVE JULY 25, 1982 THROUGH JULY 23, 1983

	Min. Weekly Wage for Basic Workweek	Extra Day Rates			Hourly Rates	
		Full Day	Half Day	Straight Time	Overtime	Double Time
HEAD MEAT CUTTER:	\$559.20	\$167.76	\$83.88	\$13.98	\$20.97	\$27.96
JOURNEYMAN:	548.20	164.46	82.23	13.705	20.5575	27.41
APPRENTICES:						
0 - 6 Months	\$328.92	\$ 98.68	\$49.34	\$ 8.223	\$12.3345	\$16.446
6 - 12 Months	383.74	115.12	57.56	9.5935	14.39025	19.187
12 - 24 Months	438.56	131.56	65.78	10.964	16.446	21.928
Over 24 Months	493.38	148.02	74.01	12.3345	18.50175	24.669

WAGE RATES **EFFECTIVE JULY 25, 1982 THROUGH JULY 23, 1983**

	Min. Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates		
		Full Day	Half Day	Straight Time	Overtime	Double Time
FULL TIME WRAPPERS:						
0 - 12 Months	\$362.20	\$108.66	\$54.33	\$ 9.055	\$13.5825	\$18.11
12 - 24 Months	398.20	119.46	59.73	9.955	14.9325	19.91
Over 24 Months	424.20	127.26	63.63	10.605	15.9075	21.21
PART TIME WRAPPERS:						
0 - 6 Months				\$5.65	\$ 8.475	
6 - 12 Months				6.35	9.525	
12 - 18 Months				7.35	11.025	
18 - 24 Months				7.55	11.325	
24 - 30 Months				7.75	11.625	
30 - 36 Months				8.00	12.00	
Over 36 Months				8.25	12.375	
SERVICE COUNTER CLERKS:						
Start				\$5.40	\$ 8.10	
After 30 Days				6.75	10.125	
After 4 Months				7.35	11.025	
7 Months & thereafter				8.00	12.00	

EXTRA HELP: Extra help shall be paid at the journeyman rate of pay set forth above.

Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours nor decreased in wages or working conditions.

WAGE RATES **EFFECTIVE JULY 24, 1983 THROUGH JULY 21, 1984**

	Min. Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates		
		Full Day	Half Day	Straight Time	Overtime	Double Time
HEAD MEAT CUTTER:	\$579.20	\$173.76	\$86.88	\$14.48	\$21.72	\$28.96
JOURNEYMAN:	568.20	170.46	85.23	14.205	21.3075	28.41

APPRENTICES:

0 - 6 Months	\$340.92	\$102.28	\$51.14	\$ 8.523	\$12.7845	\$17.046
6 - 12 Months	397.74	119.32	59.66	9.9435	14.91525	19.887
12 - 24 Months	454.56	136.36	68.18	11.364	17.046	22.728
Over 24 Months	511.38	153.40	76.70	12.7845	19.17675	25.569

FULL TIME WRAPPERS:

0 - 12 Months	\$382.20	\$114.66	\$57.33	\$ 9.555	\$14.3325	\$19.11
12 - 24 Months	418.20	125.46	62.73	10.455	15.6825	20.91
Over 24 Months	444.20	133.26	66.63	11.105	16.6575	22.21

PART-TIME WRAPPERS:

	Straight Time	Overtime
0 - 6 Months	\$5.90	\$ 8.85
6 - 12 Months	6.60	9.90
12 - 18 Months	7.60	11.40
18 - 24 Months	7.80	11.70
24 - 30 Months	8.00	12.00
30 - 36 Months	8.25	12.375
Over 36 Months	8.50	12.75

SERVICE COUNTER CLERKS:

Start	\$5.65	\$ 8.475
After 30 Days	7.00	10.50
After 4 Months	7.60	11.40
7 Months & thereafter	8.25	12.375

EXTRA HELP: Extra help shall be paid at the journeyman rate of pay set forth above.

Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours nor decreased in wages or working conditions.

WAGE RATES **EFFECTIVE JULY 22, 1984 THROUGH JULY 20, 1985**

	Min. Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates		
		Full Day	Half Day	Straight Time	Overtime	Double Time
HEAD MEAT CUTTER:	\$599.20	\$178.14	\$89.07	\$14.98	\$22.2675	\$29.96
JOURNEYMAN:	588.20	176.46	88.23	14.705	22.0575	29.41

APPRENTICES:

0 - 6 Months	\$352.92	\$105.88	\$52.94	\$ 8.823	\$13.2345	\$17.646
6 - 12 Months	411.74	123.52	61.76	10.2935	15.44025	20.587
12 - 24 Months	470.56	141.16	70.58	11.764	17.646	23.528
Over 24 Months	529.38	158.82	79.41	13.2345	19.85175	26.469

FULL TIME WRAPPERS:

0 - 12 Months	\$402.20	\$120.66	\$60.33	\$10.055	\$15.0825	\$20.11
12 - 24 Months	438.20	131.46	65.73	10.955	16.4325	21.91
Over 24 Months	464.20	139.26	69.63	11.605	17.4075	23.21

PART TIME WRAPPERS:

	Straight Time	Overtime
0 - 6 Months	\$6.15	\$ 9.225
6 - 12 Months	6.85	10.275
12 - 18 Months	7.85	11.775
18 - 24 Months	8.05	12.075
24 - 30 Months	8.25	12.375
30 - 36 Months	8.50	12.75
Over 36 Months	8.75	13.125

SERVICE COUNTER CLERKS:

Start	\$5.90	\$ 8.85
After 30 Days	7.25	10.875
After 4 Months	7.85	11.775
7Months and thereafter	8.50	12.75

EXTRA HELP: Extra help shall be paid at the journeyman rate of pay set forth above.

Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours nor decreased in wages or working conditions.

Section 3.2 Cost-of living Increase

Effective July 24, 1983, all full time employees (including Extra Journeymen) shall receive a cost-of-living allowance and wage increase when combined will be a total amount of fifty cents (50¢) per hour.

Effective July 22, 1984, all full time employees (including Extra Journeymen) shall receive an additional cost-of-living allowance and wage increase when combined will be a total amount of fifty cents (50¢) per hour.

The cost-of-living allowance in effect at any time shall be included in computing any payments in this Agreement which are based on either the hourly or the weekly rate of pay.

ARTICLE IV

Working Hours and Other Conditions of Employment

SECTION 4.1—*Basic Workday*

- [A] Eight [8] hours shall constitute the basic workday, except as modified by Article I Section 1.2 [D] and Article V, which shall be scheduled to begin no earlier than 7:00 a.m. and to end no later than 6:00 p.m. One hour shall be allowed for lunch in all markets whether manned by one or more employees, said lunch hour to begin no earlier than 11:00 a.m. and to end no later than 2:00 p.m. No employee shall be required to work more than five [5] continuous hours without a lunch period. There shall be no clean-up time after 6:00 p.m., except clean-up may be performed after 6:00 p.m. provided that overtime is paid for all work performed after 6:00 p.m. Employees must be dressed and ready for work at the scheduled starting time.

An employee who is scheduled to start work at 7:00 a.m. shall maintain that starting time for the full week. The 7:00 a.m. starting time shall be rotated among the meat cutters in the market by seniority with the understanding that in the event that any Employer

avails itself of the 7:00 a.m. start and no employee wishes to start at that time the employees would be assigned by reverse seniority.

[B] NOTE: THE FOLLOWING PARAGRAPH PERTAINS TO SERVICE MARKETS ONLY.

[Clean-up Time. It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in Article V, that all customers in the market at closing hour shall be served that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen [15] minutes and not to be construed as overtime. Such clean-up time shall not be utilized to prepare for the following day's business and shall not be accumulated from day to day.]

SECTION 4.2—*Basic Workweek*

Except as modified by Article I Section 1.2 [D], five [5] basic workdays [40 hours] shall constitute the basic workweek which shall be worked Monday through Saturday, inclusive. One full day off within the week of Monday through Saturday, inclusive, shall be allowed each employee in each shop. The day off shall be at the Employer's discretion

except that it may be rotated or changed in accordance with the mutual agreement of the Employer and his employees.

Work schedules showing the day off for full-time employees shall be posted in all markets by **3:00 p.m.** on Friday preceding the week in which the schedule is to be effective.

Scheduled Workweek

A regular employee instructed to report for a basic workweek of forty [40] hours and who reports as instructed shall not have his hours of work reduced in such week except due to an Act of God such as fire, flood, etc., or due to a labor dispute or any other activity beyond the control of the Employer which interferes with the normal operations of the market.

SECTION 4.3—*Sixth Day Guarantee*

Any employee called to work on the sixth [6th] day in any regular workweek shall be guaranteed four [4] hours [$\frac{1}{2}$ day] of work. Reporting time on the sixth [6th] day shall be no earlier than 7:00 a.m. for a full day or morning half day, and no earlier than 1:00 p.m. for an afternoon half day. It is agreed that the Head Meat Cutters and Journeymen shall be given preference over apprentices for work on the sixth [6th] full or half day during a regular workweek and on the fifth [5th] full or half day during a holiday week.

SECTION 4.4 – *Overtime*

At the Employer's discretion overtime at overtime rates may be worked after eight [8] hours in any one day.

SECTION 4.5 – *Inventory*

Employees shall not take inventory outside of regular working hours.

SECTION 4.6 – *Laundry, Tools and Equipment*

Laundry, tools and sharpening of tools shall be furnished free of cost by the Employer. The kinds of saws, power saws, conveyors, sealing irons, sealing plates, staplers, recording and printing sealers for weighing, vacuum sealing equipment, packaging equipment and other tools which the Employer may use shall be determined by the Employer.

The company agrees that each store covered by this Agreement shall have a first aid kit as part of its equipment.

SECTION 4.7 – *Rest Period*

Each employee shall have two [2] rest periods of fifteen [15] minutes each to be taken daily in the middle of each four [4] hour period, except for part-time wrappers,

whose rest periods shall be the same as part-time delicatessen employees.

SECTION 4.8—*Transfers*

Transfers of employees shall not be handled in a capricious or arbitrary manner.

When an employee has reported to a particular store and is transferred to another store the same day, he shall be compensated for normal expenses and reasonable travel time.

SECTION 4.9—*Loading or Unloading Vehicles*

Employees shall not be required to load or unload vehicles other than from the tailgate except in case of emergency. The Union shall be notified in such emergency situations.

SECTION 4.10—*Employer Meetings—Required Attendance*

When an employee is required to attend a meeting called by the Employer he shall be paid for all time in attendance at the meeting.

ARTICLE V

Market Operating Hours

SECTION 5.1—*Market Operating Hours—Monday through Friday*

Except as modified by Article I Section 1.2 [D]: the Employer may sell fresh meat and

fresh fish after 6:00 p.m. without a member of the bargaining unit on duty. However, the Employer may require a journeyman on duty from 6:00 p.m. until 9:00 p.m. at a wage rate of time and one-half [$1\frac{1}{2}$] the regular hourly rate. There will be no flexible workday. No one in the Meat Department will be required to work beyond 6:00 p.m. on Saturday or the night preceding a holiday. In markets where additional help is required the second and third persons can be wrapper and/or apprentices. Work between the hours of 6:00 p.m. and 9:00 p.m. Monday through Friday shall be by seniority and rotation for all journeymen in the Meat Department including the Head Meat Cutter. Work between the hours of 6:00 p.m. and 9:00 p.m. shall be on a voluntary basis. However, if there are no volunteers, reverse seniority shall apply on a rotating basis. The schedule must be posted by 3:00 p.m. on the Friday prior to the following workweek. The Employer may sell fresh meat and fresh fish at any time the store is open for business.

The starting time for an employee who works from 6:00 p.m. until 9:00 p.m. Monday through Friday will be at 8:30 a.m. with one [1] hour for lunch and one-half [$\frac{1}{2}$] hour for supper, to be taken prior to 6:00 p.m. Such employee shall not work in the Delicatessen Department.

SECTION 5.2—*Market Operating Hours—
Saturdays and Days
Preceding Holidays*

Except as modified by Article I Section 1.2 [D]: The Employer may sell fresh meat and fresh fish after 6:00 p.m. without a member of the bargaining unit on duty. No one in the Meat Department will be required to be on duty from 6:00 p.m. until 9:00 p.m. on Saturday or days preceding a holiday. However, work from 6:00 p.m. until 9:00 p.m. on Saturdays and days preceding holidays can be done on a voluntary basis. If at the Employer's request an employee volunteers to work, such employee shall be paid at a wage rate of time and one-half [$1\frac{1}{2}$] the regular hourly rate. There will be no flexible workday. Such voluntary work shall be offered by seniority, classification and rotation for all journeymen in the Meat Department including the Head Meat Cutter; it being understood that if a Head Meat Cutter or Journeyman do not volunteer then the work will be offered to Apprentices it being understood that if an Apprentice does not volunteer a Wrapper could be utilized on a voluntary basis. In markets where additional help is required the second and third persons can be Wrappers and/or Apprentices. The starting time for an employee who works from 6:00 p.m. to 9:00 p.m. on Saturdays or days preceding holidays will be at 8:30 a.m.

with one [1] hour for lunch and one-half [$\frac{1}{2}$] hour for supper, to be taken prior to 6:00 p.m. Such employee shall not work in the Delicatessen Department.

SECTION 5.3—*Market Operating Hours—Sundays and Holidays*

Except as modified by Article I Section 1.2 [D]: The Employer may sell fresh meat and fresh fish at any time on Sundays and Holidays without a member of the bargaining unit on duty. No one in the Meat Department will be required to work on Sundays or holidays. However, work on Sundays and holidays can be done on a voluntary basis. If at the Employer's request an employee volunteers to work, such employee shall be paid a wage rate of two [2] times his regular hourly rate. Employees volunteering for such work shall be guaranteed a minimum of four [4] hours of work. The starting time for such employees shall be no earlier than 8:00 a.m. and no later than 9:00 a.m. Such voluntary work shall be offered by seniority, classification and rotation for all journeymen in the Meat Department including the Head Meat Cutter; it being understood that if a Head Meat Cutter or a Journeyman do not volunteer then the work will be offered to Apprentices it being understood that if an Apprentice does not volunteer, a Wrapper could be utilized on a voluntary basis. In markets

where additional help is required the second and third volunteers can be either Wrappers and/or Apprentices.

ARTICLE VI

Holidays, Vacations and Other Compensable Absences

SECTION 6.1—*Holidays*

All employees shall be entitled to the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be celebrated on the day that they are nationally observed. There shall be no work on Thanksgiving Day, Christmas Day and New Year's Day. Employees who are absent the regularly scheduled workday before or after a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

During a holiday week, the employee shall receive a full week's pay for four [4] days of work. If an employee works the fifth [5th] day during a holiday week, he shall be paid at time and one-half [1½].

SECTION 6.2—*Employee's Birthday*

Regular full-time employees shall be

scheduled off the Monday of the workweek in which the employee's birthday occurs or the Monday in the following workweek as mutually agreed upon by the employee and the Employer. The employees shall receive eight hours straight-time pay for the day off observed as his birthday, or in the event a day off is not scheduled the employee shall receive eight [8] hours straight-time pay in addition to his regular pay for all hours worked. Work on the fifth [5th] day of a birthday workweek shall be paid at the applicable straight-time hourly rate for the basic eight [8] hour day. Every eligible employee shall be entitled to one [1] birthday holiday each year.

SECTION 6.3—*Sick Days*

All regular full-time employees who have completed their probationary period shall be entitled to four [4] paid sick days within the calendar year, with the understanding that in the event an employee's service is terminated prior to his utilizing such sick days, he will not be entitled to receive payment for sick days upon his termination, except that in the event an employee terminates after July 1, of any calendar year, he shall receive pay for two [2] such days if not taken.

In the event an employee has not taken any sick days within the applicable year, he

shall receive pay during the month of December for such sick days not taken, and it is further agreed that if an employee changes Employers within the calendar year such employee shall not be granted sick day consideration in the event he availed himself to such sick days with his prior Employer.

SECTION 6.4 – *Vacations*

[A] **Length of Vacations**

Each full time employee covered by this Contract who qualifies shall be entitled to a vacation with pay for each year of full time employment in accordance with the following schedule:

Number of Successive Years of Full-Time Employment	Number of Weeks of Vacation with Pay
1 year	1
2 through 4 years, inclusive.	2
5 through 11 years, inclusive.	3
12 through 19 years, inclusive.	4
20 through 24 years, inclusive.	5
25 or more years	6

[B] **Definitions**

The term "year of employment" means the period beginning on the date of most recent employment [or, after the first year, on the anniversary date of such

employment] and ending on the day prior to said date twelve [12] months later.

The term "successive" used in connection with employment means employment uninterrupted by separation from service.

[C] Administration of Vacation Provisions

1. All vacations shall be subject to necessary scheduling by the Employer, who may limit the number of employees who may be on vacation at any one time.

Vacations may be scheduled at any time during the calendar year provided that the Employer has sufficient employees within the necessary classifications to adequately staff his store.

2. The vacation schedule shall be posted in all markets by April 1st of each year and a copy furnished to the Union. When a change in a vacation becomes necessary, the Employer and the employee involved shall be given reasonable advance notice of such change.

Notwithstanding the foregoing, it is further understood and the parties

hereby stipulate and agree that once an employee has picked his vacation it shall become permanent absent agreement by the employee to the contrary.

3. All vacations shall be for calendar weeks. Vacations of three [3] weeks or more may be split by mutual agreement between the employee and Employer but not into any period of less than one week. Vacations of less than three [3] weeks duration may not be split except in unusual cases and then only where the individual's application is approved by the Employer as consistent with efficient operation of the market.
4. Whenever a holiday recognized under this contract falls within an employee's vacation period, the employee shall receive an extra day's pay or subsequent day off at the Employer's option.
5. A week's vacation pay shall be calculated by multiplying forty [40] times the employee's regular straight-time hourly rate for the classification to which he is assigned at the time of taking his vacation.

6. No employee shall be entitled to more than one vacation for any employment year.
7. An employee who has qualified for his first [1st] vacation and who terminates after having worked six [6] months or more since his last anniversary date, such employee shall receive pro-rata vacation pay in accordance with the following schedule except where termination of service is due to proven dishonesty and/or drunkenness:

Completed Months of
Service since last
Service Anniversary
Vacation Pay*

Less than

6 months	None
6 months	6/12ths
7 months	7/12ths
8 months	8/12ths
9 months	9/12ths
10 months	10/12ths
11 months	11/12ths
12 months	Full Vacation Pay

*Vacation pay shall be calculated on the basis of the vacation to which the employee was entitled at his last previous service anniversary.

If an employee has received his vacation with pay for such year of employment, he shall refund the difference, if any, between the vacation pay paid

and the vacation pay to which he is entitled under the above schedule. It is understood that it shall not be the obligation of the Union to assist in collection of such refunds.

A Journeyman relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters.

8. In the event an employee's absence due to illness or injury exceeds ninety [90] calendar days he shall receive a pro-rata vacation for that anniversary year only, consisting of one-twelfth [1/12th] for each month in excess of ninety [90] days. The first ninety [90] days shall be considered as time worked for computing such pro-rata vacation.

SECTION 6.5—*Absences Due to Injuries*

Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not in excess of four [4] days pay, including pay for the day of the injury, in the first seven [7] calendar days following the accident; provided, however, that the em-

ployee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the Industrial Commission of Illinois.

SECTION 6.6—*Funeral Leave*

The Employer agrees to pay full time employees for the necessary absence on account of death in the immediate family up to and including a maximum of three [3] scheduled work days at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparents, son-in-law, daughter-in-law, and grandchildren of the employee.

This also includes grandparents, grandchildren, brother and sister of the present spouse, or any relative residing with the employee or with whom the employee is residing.

SECTION 6.7—Jury Pay

When any full-time employee who is covered by this agreement is summoned for jury service, he shall be excused from work for the day on which he reports for jury service and/or serves. He shall receive for such day on which he so reports and/or serves and on which he otherwise would have worked the difference between eight [8] times his regular hourly rate of pay and the payment he receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this Section to any employee summoned for jury service unless he shall have advised the Employer of the receipt by him of such jury summons not later than the next regularly scheduled workday after receipt of said summons. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefore, if he shall have served as juror. The provisions of this Section shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as juror. When an employee is released for a day or part of a day during any period of jury service, he shall report to his store for work.

Any full-time employee who reports for jury service for five [5] days, Monday

through Friday, shall not be scheduled to work on Saturday during that week. If, however, an employee volunteers to work on Saturday at the request of the Employer, the employee shall receive the appropriate hourly rate of pay for said day, such pay shall not be set off against or deducted from the forty [40] hours jury pay; provided further that hours worked on Saturday shall not be considered as hours in excess of forty [40] hours for overtime purposes.

SECTION 6.8—*Leave of Absence*

Any employee desiring a leave of absence shall make such request in writing to the Personnel Department of the Employer. The Union shall be notified by the Employer when an employee is granted a leave of absence, indicating the date the leave becomes effective and the date it will terminate, as well as the reasons for such granted leave.

The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

SECTION 6.9—*Pregnancy Leave of Absence*

Leaves of absence shall be granted for pregnancy leaves in accord with applicable laws. Certification in writing of pregnancy

shall be made in the written request for leave prior to termination of active work.

SECTION 6.10—*Effect of Leaves on Contract Benefits*

Employees on leave will not be entitled to holiday pay, jury pay or funeral pay, nor shall time be counted toward vacation eligibility.

Time spent on leave of absence will not be counted toward wage progression increases.

ARTICLE VII

Health and Welfare

SECTION 7.1—*Health and Welfare Fund*

Pursuant to provisions contained in a previous Collective Bargaining Agreement there has been established a Health and Welfare Fund known as the "Retail Meat Cutter Unions and Employers Joint Health and Welfare Fund for the Chicago Area"; said Fund is hereinafter referred to as the "Health and Welfare Fund."

SECTION 7.2—*Eligible Employee Defined*

As used herein, an "eligible employee" is an employee:

1. who is covered by this Contract,

2. who is employed to work full-time on a regular basis, and
3. who has completed his probationary period.

SECTION 7.3—*Employer Contributions*

The Employer shall pay to the Health & Welfare Fund for each eligible employee the sum of \$173.15 per month until October 1, 1982, when said sum shall be increased to \$175.43 per month.

Effective July 22, 1984, the Employer agrees to make such additional contributions to the Health and Welfare Fund on behalf of its full-time employees and part-time employees, where applicable, as is determined by the Board of Trustees in order to maintain the benefit schedule in effect as of October 1, 1982, provided, that such benefit levels may be improved by unanimous action of the Board of Trustees, and further, provided that a majority of other contributing Employers to the Fund make identical increased contributions both in amount and effective date.

The Employer shall contribute on behalf of said Eligible Employees on or before the tenth [10th] day of the month following the

month in which the work determining the contribution was performed [unless another due date is otherwise determined by the Trustees of the Health and Welfare Fund]. Payment shall be made at such location as the Trustees of the Health and Welfare Fund shall from time to time designate. For any Eligible Employee first coming under this Agreement or hired after the date for which contributions were first payable to the Health and Welfare Fund by the Employer pursuant to this or a prior Collective Bargaining Agreement, contributions shall be paid on account of work performed on and after the first day of the calendar month coincidental with or next following the date on which such employee has been on the Employer's payroll for thirty [30] days, whichever is earlier, provided, however, that if an employee previously employed by the Employer is reinstated, contributions shall commence for the first month in which the employee returns to work.

It is further understood, and the parties hereby stipulate and agree, that the above contributions are intended to maintain the current level of benefits provided for by the Fund.

SECTION 7.4—*Paid Holidays, Vacations
and Compensable Absences*

For the purpose of determining the obligation to contribute to the Health and Welfare Fund, paid holidays, vacations and other absences for which wages are paid shall be considered to be time worked.

SECTION 7.5—*Termination of
Employer's Plan*

Payment by the Employer into the Health and Welfare Fund with respect to any employee shall be in lieu of all Employer established plans or programs, including sickness and accident disability pay, hospital, medical and surgical care, major medical expenses and group life and accident insurance, each of which program shall automatically terminate with respect to such employee effective on the date liability to make such contributions first accrues.

SECTION 7.6—*Termination of
Contributions*

- [a] Contributions on behalf of an Eligible Employee shall continue until terminated in accordance herewith. Unless otherwise herein provided, contributions shall be discontinued as of the first day of the month following:

- [1] Termination of employment.
 - [2] A layoff or leave of absence of thirty [30] calendar days.
 - [3] The employee's ceasing to be an Eligible Employee due to his failure to work thirty-two [32] hours or more per week for eight [8] consecutive calendar weeks.
 - [4] Expiration of the period of continued contributions for lay-off, occupational injury, non-occupational injury and illness provided in Sections 7.6 [b], [c] and [d].
- [b] Contributions on behalf of an employee who is not working due to lack of work or lay-off shall be paid for one [1] month following the month in which the lay-off occurred.
 - [c] Contributions on behalf of an employee who is not working due to an occupational injury incurred while working for the Employer shall be paid for six [6] months following the month in which the injury was sustained.
 - [d] Contributions on behalf of an employee who is not working due to a non-occupational accident or illness shall be paid for one [1] month following the

month in which the injury was sustained or the illness commenced.

SECTION 7.7—*Continuation of Employer's Plan*

Prior to the effective date of this Contract, a majority of the Eligible Employees of certain Employers elected to be covered under the Employer's Health and Welfare Plan. As to such employees those Employers shall provide and maintain, without cost to such employees, except as to optional life insurance, benefits not less than contained in such Employer's respective Health and Welfare Plans in effect on the execution date of this Agreement, and shall also provide a Dental Program having benefits not less favorable than the dental benefits provided by the Health and Welfare Fund on the execution date of this Agreement and such Employers shall not be obligated to contribute to the Health and Welfare Fund.

SECTION 7.8—*Future Discontinuance of Employer's Plan*

An Employer whose employees had hitherto elected to be covered under that Employer's Health and Welfare Plan may discontinue the coverage of such employees under such Plan upon giving written notice to the Union of the Employer's intention, designating in said notice the proposed ter-

mination date and agreeing to make contributions on behalf of such employees to the Health and Welfare Fund. Upon approval by the Trustees of the Health and Welfare Fund, coverage under such Fund shall become effective for such employees on the date proposed by the Employer if it shall be subsequent to the approval by the Trustees and, if not, on the first day of the month following the Trustees' approval. Except for liabilities accrued up to the effective date of the change over, all further obligations of the Employer with respect to the Employer's Health and Welfare Plan shall terminate.

SECTION 7.9—*Employee Option of Coverage*

The parties have agreed that during the life of this Agreement, the employees of any Employer who are covered by that Employer's Health and Welfare Plan shall have the option of coverage in the Retail Meat Cutter Unions and Employers Joint Health and Welfare Fund for the Chicago Area, if a majority of the employees so elect.

SECTION 7.10—*Trust Agreement*

The Employer adopts and agrees to be bound by all of the terms and provisions of the Agreement and Declaration of Trust creating the Retail Meat Cutters Unions and Employers Joint Health and Welfare Fund

for the Chicago Area, as the same may be amended from time to time [the "Trust Agreement"], as fully as if the Employer was an original party thereto, a copy of which Trust Agreement has been made available to the Employer. The Employer hereby designates as its representatives on the Board of Trustees of the Fund, the Employer Trustees serving at the time of the execution of this Agreement, together with their successors selected in the manner provided in the Trust Agreement. The Employer agrees to be bound by all actions taken by said Trustees pursuant to the powers granted to them by the Trust Agreement.

SECTION 7.11—*Payroll Audits*

The Employer agrees to make available to the Trustees or their designee during normal business hours, all payroll records and other employment records necessary to ascertain that their contributions required under this Agreement have been paid correctly and in full.

SECTION 7.12—*Trustees' Limitations*

Nothing in this Agreement shall authorize the Board of Trustees to increase the amount of contributions required to be paid by the Employers pursuant to this Agreement, to extend the period for which the contribu-

tions shall be made or to authorize the Board of Trustees to bind the Employer in any manner inconsistent with the terms of this Agreement or the Trust Agreement.

SECTION 7.13—*Termination of Participation*

If for any reason, the Employer's participation in the Health and Welfare Fund fails to commence or, having commenced, is terminated, then the Employers shall pay the contributions herein required to a qualified health and welfare plan upon which the Employer and the Union shall agree, or, in the event the agreement is not reached, the disposition of such payment shall be determined in accordance with the grievance procedures contained in this Agreement.

ARTICLE VIII

Pension

SECTION 8.1—*Pension Fund*

By agreement with Employers, the International Union with which this Local Union is affiliated has established a Pension Fund designated as the UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION-INDUSTRY PENSION FUND [the "Pension Fund"].

SECTION 8.2—*Employer's Contributions
and Definition of Eligible
Employee*

For each employee who is covered by this Agreement, who has completed his probationary period and who is customarily engaged to work forty [40] hours per week or more on a regular basis [hereinafter called "an Eligible Employee"], the Employer shall pay to the Pension Fund the sum of One Hundred Sixty Dollars [\$160.00] per month during each calendar month provided the eligible employee worked an average of thirty-two [32] hours per week in the four [4] consecutive weeks preceding the month in which the payment is due.

It is further understood and the parties hereby stipulate and agree to the following:

- (A) Effective August 1, 1983 said sum may be increased in an amount not to exceed five cents [5¢] per hour in the event that the Trustees of the Pension Fund advise in writing that additional amounts are needed to sustain the basic plan.
- (B) Effective August 1, 1984 said sum may be increased in an amount not to exceed five cents [5¢] per hour in the event that the Trustees of the Pension Fund advise in writing that additional amounts are needed to sustain the basic plan.

The Employer shall contribute on behalf of said eligible employees on or before the tenth [10th] day of the month following the month in which the work determining the contribution was performed. Payment shall be made at such location as the Trustees of the Pension Fund shall from time to time designate. For any eligible employee first coming under this Agreement or hired after the date for which contributions were first payable to the Pension Fund by the Employer pursuant to this or a prior collective bargaining agreement, contributions shall be paid on account of work performed on and after the first day of the calendar month after such employee has been on the Employer's payroll for thirty [30] days.

SECTION 8.3—*Commencement of Contributions*

The commencement of contributions to the Pension Fund is contingent upon acceptance of the employees covered hereunder in the Pension Fund. The Employer shall make contributions as provided in this Agreement upon receiving written notice of the Trustees' acceptance. Thereafter, this Agreement shall remain in effect during the term set forth in Article XII hereof and any extensions, renewals or modifications thereof and the terms hereof shall not be amended without the express written consent of the Trustees

of the Pension Fund, the Local Union, and the Employer, provided, however, that nothing herein contained shall limit the right of the Trustees to terminate participation of the employees covered hereunder in the Pension Fund on account of the Employer's failure to make contributions or as otherwise provided in the Trust Agreement or Pension Plan, and, further provided, that nothing herein contained shall limit the right of the Employer and the Local Union to terminate participation in the Pension Fund, subject to the terms of the then existing Trust Agreement and Pension Plan.

SECTION 8.4—*Termination of Contributions*

Contributions to the Pension Fund shall be discontinued as of the first of the month following:

- a. Termination of employment.
- b. A lay-off or leave of absence of thirty [30] calendar days or more.
- c. The employee's ceasing to be an Eligible Employee due to his failure to work thirty-two [32] hours or more per week for eight [8] consecutive weeks.

SECTION 8.5—*Total Hours Worked*

For the purpose of determining the obligation to contribute to the Pension Fund, paid

holidays, vacation and other absences for which wages are paid shall be considered to be time worked.

SECTION 8.6—*Employer's Rights*

The obligation to pay contributions to the Pension Fund shall in no way affect any rights to discharge an employee granted the employer under this Agreement.

SECTION 8.7—*Benefit Level*

Employer contributions to the Pension Fund shall be used to provide retirement benefits for Eligible Employees in accordance with the Pension Plan adopted from time to time by the Trustees of said Pension Fund [the "Trustees"]. Eligible Employees shall, pursuant to said Pension Plan receive retirement benefits at Benefit Level I as defined in Article III, Section 2 of the Pension Plan, a copy of which Pension Plan the Employer has received.

SECTION 8.8—*Trustees' Remedies*

The Employer's obligation hereunder to contribute to the Pension Fund shall not be subject to any implied bargaining agreement.

In addition to any other remedy which may otherwise be available to them, the Trustees of the Pension Fund shall have the right to

sue in any court of competent jurisdiction to secure payment of any monies due hereunder without the necessity of first utilizing any other remedy, provided however, that if the Employer's obligations to contribute is contingent upon the resolution of an existing dispute between the Employer, Union, or employee, which is the subject of a grievance or arbitration pursuant to Article XI hereof, the right of the Trustees to sue shall be stayed until the grievance and/or arbitration procedure is exhausted, but not more than 190 days after the Trustees' initial demand for the Employer's contribution. The Trustees shall be bound by the final disposition of the grievance or the findings of the arbitrator in determining the Employer's obligation to contribute hereunder.

SECTION 8.9—*Trust Agreement*

The Employer adopts and agrees to be bound by all of the terms and provisions of the United Food & Commercial Workers International Union-Industry Pension Fund Agreement and Declaration of Trust, as amended from time to time, [the "Trust Agreement"] as fully as if the Employer was an original party thereto, a copy of which Trust Agreement the Employer has received. The Employer hereby designates as its representatives on the Board of Trustees of

the Fund, the Employer Trustees named in said Trust Agreement, together with their successors selected in the manner provided therein. The Employer agrees to be bound by all actions taken by said Trustees pursuant to the powers granted them by the Trust Agreement.

SECTION 8.10—*Trustees' Limitations*

Nothing in this Agreement shall authorize the Board of Trustees to increase the amount of contributions required to be paid by the Employer pursuant to this Agreement to extend the period for which the contributions shall be made or to authorize the Board of Trustees to bind the Employer in any manner inconsistent with the terms of this Agreement or the Trust Agreement.

SECTION 8.11—*Compliance with Law*

The Agreement and Declaration of Trust herein provided for shall comply in all respects with the applicable provisions of the Labor Management Relations Act of 1947 as amended and also with Section 7 [e] [4] of the Fair Labor Standards Act as amended so that with respect to the latter, the contributions herein provided for shall qualify as exclusions from the regular rate of pay. Said trust shall also comply with all applicable provisions of the Internal Revenue Code of 1954

as amended and the regulations issued thereunder, so that the trust shall constitute a qualified trust under the provisions of Section 401 [a], the Employer's contributions to the Pension Fund shall be deductible under Section 404 [a], and the Pension Fund shall be exempt from taxation under Section 501 [a] of the Internal Revenue Code.

SECTION 8.12—*Employer's Pension Plan*

Unless the Employer and the Union have agreed otherwise, any pension, retirement or profit sharing plan which the Employer has heretofore established for the purpose of providing pension and retirement benefits to employees covered by this Contract shall terminate automatically with respect to such employees effective on September 30, 1965, except for liabilities accrued up to the effective date of such termination.

SECTION 8.13—*Trustees' Acceptance*

The Trustess' acceptance for participation in the Pension Fund of the employees covered hereunder shall be limited only to categories of employment covered hereunder at the time application for such acceptance occurs and the admission of any other category of employment to participation in

the Pension Fund shall require specific acceptance by the Trustees.

ARTICLE IX

Union-Management Relations

SECTION 9.1—*Union Employees*

The Union, if requested, will furnish men, insofar as they are available, who will work to the best interest of the Employer in every way, just and lawful, who will give honest and diligent service to patrons of the Employer's establishment, and who will do everything within their power for the uplifting of the meat industry.

SECTION 9.2—*Union Shop*

It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the date on which this agreement is signed shall remain members in good standing and those who are not members on the date which this agreement is signed shall, on the thirty-first [31st] day following the date on which this agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after the date on which this agreement is signed, shall, on the thirty-first

[31st] day following the beginning of such employment become and remain members in good standing in the Union.

SECTION 9.3—*Check-off*

The Employer shall for the term of this Agreement deduct initiation fees and Union dues from the pay each month of employees who are members of the Union and who individually certify in writing authorization for such deductions. The authorization for such deductions may be revoked by the employee upon giving thirty [30] days written notice to the Employer and the Union. The Employer shall remit all sums deducted in this manner to the Union by the tenth [10th] day of the following month.

SECTION 9.4—*Business Representatives*

Union Business Representatives shall be admitted to the Employer's market premises during the hours the store is open for the purpose of ascertaining whether or not this Agreement is being observed and for the collecting of dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of the Employer's business. Business representatives shall have full authority to request the immediate discharge of any employee who has voluntarily agreed with his Employer to receive wages below the wage scale fixed herein.

SECTION 9.5—*Discharge*

During an employee's probationary period, that is, during his first thirty [30] days of employment, an employee may be discharged for any reason at the sole discretion of the Employer. After an employee has completed the probationary period, such employee shall not be discharged or otherwise disciplined without just cause. Drunkenness, dishonesty, incompetency or incivility will be sufficient cause for dismissal.

SECTION 9.6—*Display of Contract and Union Shop Cards*

This agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to prominently display Union Shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

SECTION 9.7—*Concessions to Other Employers*

The Union agrees that during the term of this Agreement it will not enter into a con-

tract with any other Employer which grants to such other employer the right to operate self-service markets for lesser wages or longer hours or any other conditions of employment or market operation most favorable to such other employer than those contained in this Contract except upon the condition that this Employer shall receive the benefit of any more favorable terms granted to such other Employer.

It is understood and the parties hereby stipulate and agree that this provision does not apply with respect to any employer not under contract with the union or whose employees are not represented by the union on the date of ratification of this agreement, provided further that this exception is only applicable for the duration of this agreement.

The Union agrees that in the event the Union becomes the collective bargaining agent for any persons employed by Pick 'N Save or Cub Foods, Inc., [also known as Cubs] the Employer shall automatically be entitled to and receive an instant wage reopener for the Master Contract, The Service Delicatessen Supplement and all letters of Understanding.

Any changes pursuant to this provision must be ratified [in accordance with the Union's Constitution and By-Laws] by the employees covered by this Agreement.

ARTICLE X

Seniority

SECTION 10.1—*Seniority Defined*

Seniority means the rights defined herein secured by employees by length of continuous full-time employment with the Employer, that is, full-time employment uninterrupted by termination of service.

Seniority starts from the last date when the employee starts work as full-time employee, provided, however, that new employees shall not acquire any seniority rights until they have completed the probationary period of thirty [30] days, or sixty [60] days by mutual agreement of the Employer, employee and Union, after which their seniority shall date back to the date the employee started to work. When two or more employees start work the same day, the date of birth shall determine their relative seniority. It being understood that the older employee shall be deemed to be more senior.

An employee's seniority shall be terminated if he: [1] quits; [2] retires; [3] is discharged; [4] fails to report after a layoff within seven [7] calendar days after the Employer sends to the last address known to the Employer a written notification to return to work [with a copy to the Union];

[5] fails to return to work upon expiration of an authorized leave of absence; [6] refuses, as an alternative to being laid off, to accept work in his classification in another store within the seniority area; [7] refuses, after having been laid off, to accept work in his job classification in any store in the seniority area. Any Employee who was actively employed and working as of May 27, 1982 shall have recall rights for the term of this agreement.

The "in-service" date of an employee who progresses from Apprentice to Journeyman, or who is demoted from Head Meat Cutter to Journeyman shall not be affected by such change in classification.

An employee's seniority shall not be affected as a result of a transfer.

A complete seniority list of the Company's employees working within a local union's jurisdiction will be furnished the Union each calendar year.

SECTION 10.2—*Layoffs and Recalls* *After Layoffs*

Seniority shall control the order of lay-offs and recalls after lay-off within the affected "seniority areas" within the following job classifications:

- [1] Head Meat Cutter
- [2] Journeyman and Apprentices
- [3] Wrappers

The Employer shall give a two [2] weeks notice when it becomes necessary to lay-off a full time Employee or two [2] weeks pay in lieu of notice.

The term "seniority area" means the area covered by the operating division district or administrative or geographic unit used by the Employer as said Employer's unit may be organized from time to time, and falling within the cities and counties in which the Employer has recognized the Union Locals. The Employer shall notify the Union in writing of the areas comprising its seniority areas as modified from time to time.

It is mutually agreed that for the term of this Agreement there shall be no inclassification transfers of employees from one "seniority area" to another "seniority area" as defined above in the instance where there are employees on layoff status in that particular classification in the area in which an employee from another area is sought to be transferred.

SECTION 10.3—*Promotion to Supervision*

If an employee is promoted from a job within the bargaining unit to a super-

visory position with the Employer and is returned to the collective bargaining unit within one year, he shall commence work with the seniority rank he had at the time of his promotion.

SECTION 10.4—*Seniority of Employees on Leaves of Absence*

The seniority rights of an employee who either by voluntary action or draft, entered the Armed Forces of the United States shall continue as though he had not been absent, and he shall have the right to be reinstated to his employment as provided by law and regulation thereunder.

The seniority of an employee on an extended leave of absence, which is hereby defined as any leave of absence, other than military leave of absence, in excess of ninety [90] days, shall be protected to the expiration of said leave of absence but not in excess of one year, but such seniority shall not accumulate during any period of absence in excess of one year.

ARTICLE XI

Grievances and Arbitration

SECTION 11.1—*No Strike; No Lockout*

The Union and the Employer agree on the need for the continuance of their service to

the public without interruption. Both recognize this objective as necessary to the security of the Employer and its people. Both therefore, specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this contract or the interpretation or application of any provision of it. Therefore, subject to the exceptions stated herein, during the term of this agreement there shall be no strikes, work stoppage, diminution or suspension of work of any kind whatsoever on the part of the Union or its membership, nor shall there be any lockout on the part of the Employer. No officer or representative of the Union shall authorize, instigate, aid or condone any strike, work stoppage, diminution or suspension of work of any kind whatsoever prohibited by the provisions of this paragraph. No employee shall participate in any such prohibited activities.

The Union reserves the right to strike and/or picket the market or markets involved in the grievance in the event the Employer shall fail or refuse to comply with any decision of a Board of Arbitration issued pursuant to the proceeding under Section 11.3 of this Article within ten [10] days after

notice thereof. The Employer reserves the right to declare a lockout should the Union fail or refuse to comply with any decision of the Board of Arbitration within ten [10] days after notice thereof.

The Union reserves the right to strike and/or picket any market of the Employer wherein the Employer continues, after receipt of a written grievance, to sell meat products under the Union's jurisdiction not specifically authorized for sale under the terms of this agreement.

The Union further reserves the right to strike any Employer who is required by this contract to make contributions to the Health and Welfare Trust Fund or the Pension Trust Fund who remains delinquent in the payment of a contribution for a period of fourteen [14] calendar days after a written notice is sent to the Employer by the Union; provided, however, that the Union without recourse to arbitration may not strike for this reason if within said fourteen [14] day period the Employer corrects said delinquency or notifies the Union in writing that there is a bona fide dispute as to whether the payment is delinquent or as to the amount of the delinquency and also initiate arbitration with

respect to said dispute in accordance with the provisions of this contract.

SECTION 11.2—*Time Limit on Grievances*

Grievances of any nature must be made within thirty [30] calendar days after the cause giving rise to the grievance becomes evident; and wage claims shall not be valid and collectible for a period earlier than ninety [90] days prior to the date of filing the grievance or the date the grievance arose, whichever date is most recent.

The above provision notwithstanding, in the event of an employee's termination, quit or retirement no grievance shall be discussed nor considered except for such grievance which must be presented within 14 days of such termination and which relate solely to the instance of termination, quit or retirement.

SECTION 11.3—*Grievances and Arbitration*

Should any dispute or grievance arise between the Employer and the Union or between the Employer and employees concerning the application and/or construction of this contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be resolved by negotiations within fifteen [15] days after the inception

of the matter in dispute, then it shall be submitted immediately to a Board of Arbitration, consisting of three [3] persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one person to act on his behalf on said Arbitration Board; and the other party shall, within five [5] days after receipt of such written notice, name one person to act on his behalf on said Arbitration Board. These two so selected shall designate the third member or referee of the Board. In the event these two so selected shall be unable, within fifteen [15] days, to agree upon the third member or referee, then the third member of the Board shall forthwith be designated under the rules and procedures of the Federal Mediation and Conciliation Service. The Board shall hold hearings and render its decision in writing within thirty [30] days with respect to a dispute under Article I, Section 1.2 [d] and within ninety [90] days with respect to any other dispute. The Board's decision shall be final and binding upon the grievant employee, the Union and the Employer. The decision of any two members of the Board shall be the decision of the Board. If the parties shall agree upon one person to act as Arbitrator, his decision shall be as binding as that of a Board of Arbitration. The compensation and expense, if any, of witnesses and

the cost of other evidence shall be borne by the party on whose behalf witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the Arbitrator appointed by it. The compensation and expenses of the third Arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

ARTICLE XII

Severance Pay

SECTION 12.1—*Severance Pay*

It is agreed that each full-time employee who is displaced from his employment for reason of the voluntary closing or selling of an Employer's store, shall be compensated for such displacement provided he has been continuously employed by the Employer for a period of at least one [1] year. An eligible employee compensated for his displacement shall be on the basis of forty [40] hours of severance pay [at his straight time hourly rate of pay excluding any premiums] for each full year of actual employment, commencing with the first year thereof. Payment under this formula shall be a maximum of 320 hours of severance pay.

For those employees who do not have one [1] completed year of continuous employment they shall receive pro rata pay as follows:

0-3 months—25% of 40 hours
straight time pay

3-6 months—50% of 40 hours
straight time pay

6-9 months—75% of 40 hours
straight time pay

Over 9 months—40 hours straight
time pay

SECTION 12.2—*Limitations on Severance Pay*

The above described severance pay will not be paid to:

- [A] Any employee who accepts a job with the Employer at any location within their area, or any employee who refuses a job with the Employer at any location within their area;
- [B] Any employee who voluntarily quits, or is discharged for cause, before he is separated from employment by the Employer prior to the voluntary closing or selling of an Employer's store as outlined in Section 12.1 above;
- [C] An employee accepting severance pay shall forfeit and cease to have any

seniority and recall rights, as provided for in this Agreement;

- [D] Any employee re-employed after receiving severance pay shall be considered a new employee from the date of re-employment.

SECTION 12.3—*Deferment of Severance Pay*

- [A] In the event an eligible employee wishes to remain on the seniority list for the purpose of possible recall, he may elect to defer acceptance of his severance pay for a period of twelve [12] months. At any time during such period of twelve [12] months, however, he may request this severance pay, and his right of recall and seniority shall terminate as of that date.
- [B] If such employee has not been recalled by the end of such period, he shall be paid his severance pay, and his right of recall and seniority shall terminate as of that date.

ARTICLE XIII

Union Security

The following pertains to union security relative to market operating hours.

1. *Monday through Friday*

The product covered by this Agreement may not be handled by anyone who is not a member of the bargaining unit between the hours of 6:00 p.m. and 9:00 p.m.

2. *Saturdays and Days Preceding Holidays*

The product covered by this Agreement may not be handled by anyone who is not a member of the bargaining unit between the hours of 6:00 p.m. and 9:00 p.m. on Saturdays or days preceding holidays unless work has been previously offered to members of the bargaining unit pursuant to Section 5.2 of the Agreement in that store and no one volunteered.

3. *Sundays and Holidays*

The product covered by this Agreement may not be handled by anyone who is not a member of the bargaining unit on Sundays or holidays unless work had been previously offered to members of the bargaining unit [pursuant to Section 5.3] in that store and no one volunteered, except that in no event will product covered by this Agreement be handled by anyone on Thanksgiving Day, Christmas Day and New Year's Day.

4. *Penalty*

The penalty for proven violations within each contract year of Subsections 1 through 3 above in any store on an individual store basis shall be as follows:

A. *First Proven Offense* – Written warning to Employer with copy to the Manager of the store in which the violation occurred.

B. *Second Proven Offense* – A fine in an amount equal to one-half [$\frac{1}{2}$] of the then prevailing journeyman straight time daily rate [four hours pay] to be divided equally among the members of the bargaining unit in the store in which the violation occurred.

C. *Third and Subsequent Offenses* – A fine in an amount equal to the then prevailing journeyman straight time daily rate of pay [eight hours pay] to be divided equally among the members of the bargaining unit in the store in which the violation occurred.

It is further understood, and the parties hereby stipulate and agree, that the above provision relative to market operating hours

are not indicative of any intent on the part of the Employer to violate any of the terms and conditions of the current Agreement relative to product jurisdiction. Rather, the purpose of those provisions is to curtail the broadening by the Employer of the periods of time when it may become necessary for the Employer to utilize people other than bargaining unit members to fill the meat cases due to an out of stock or other emergency situations, such as illness or accident to an employee on duty which necessitates his leaving work before the end of his work schedule; a personal emergency which calls for an employee to leave work prior to the end of his work schedule; or, a refrigeration or power failure. Furthermore, anyone not a member of the bargaining unit will ever be specifically scheduled to replace stock at a fixed time. In no event will product covered by this Agreement be handled by anyone on Thanksgiving Day, Christmas Day and New Year's Day.

ARTICLE XIV

Term

SECTION 14.1—*Initial Term*

This Agreement shall become effective at 12:01 a.m. July 25, 1982 and shall expire at 12:00 midnight July 20, 1985.

SECTION 14.2—*Renewal Term*

If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty [60] days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter.

SECTION 14.3—*Retroactivity*

This Contract shall remain in full force and effect until a new agreement is negotiated, but not beyond an additional sixty [60] days beyond the Contract expiration date. Any increases in wages set out in Article III resulting from the negotiations following the Contract Expiration date shall be retroactive to the date of expiration, but not exceeding ninety [90] calendar days, whichever period shall be shorter. There shall be no retroactivity with respect to other Contract changes such as changes in working hours or premium or overtime pay.

Executed this _____ day of _____,

19 _____

MEAT CUTTERS LOCAL 546,
UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
AFL-CIO & CLC

By _____
President

By _____
Secretary-Treasurer

Employer _____

By _____

Employer's Address _____

U. F. C. W. Local 546
2980 River Road
Des Plaines, Illinois 60018

Chicago Phone
(312) 694-5460

Suburban Phone
(312) 635-7100

South Suburban Office
15045 South State Street
South Holland, Illinois 60473
(312) 596-4700



6178-0086175F005-04

Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor



#6740

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 044-R0003

November 9, 1983.

DEC 5 1983 - 12

Secretary-Treasurer
United Food and Commercial Workers
Local #546
2980 River Road
Des Plaines, IL. 60018

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s) with UFCW, Local 546 I-A Retail Meat Cutters Contract, Chicago Illinois. The agreement we have on file expired July 1982.

(CHAINS)

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 3,000
2. Number and location of establishments covered by agreement Jewel, Dominick's and Eagle
3. Product, service, or type of business per BNA: RSLR 67:496
(10-26-82)
4. If your agreement has been extended, indicate new expiration date

John E. Boyd, Secretary-Treasurer

(312) 635-7100

Your Name and Position

Area Code/Telephone Number

2980 River Road

Des Plaines, Illinois 60018

Address

City/State/ZIP Code